

Godiva Mortgages Ltd

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Part 1: England and Wales

Last modified: 01/07/2017

Part 2: Godiva Mortgages Ltd

Last modified: 31/03/2025

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Part 2 only

1.7 Contact point to see if the lender will lend when borrower and mortgagor are not one and the same.

New Lending Department,
Oakfield House,
PO Box 600, Binley,
Coventry,
CV3 9YR

Last updated: 31/03/2025

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1.11aContact point for standard documents.

New Lending Department,
Oakfield House,
PO Box 600, Binley,
Coventry,
CV3 9YR

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1.11bContact point if standard documents are inappropriate.

New Lending Department,
Oakfield House,
PO Box 600, Binley,
Coventry,
CV3 9YR

Last updated: 31/03/2025

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1.14 May your firm act if the person dealing with the transaction or a member of his immediate family is the seller?

Yes, provided that a different fee earner or partner of no less standing acts for us, there is no conflict of interest and Law Society guidelines are followed.

Last updated: 31/03/2025

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1.15 May your firm act if the person dealing with the transaction or a member of his immediate family is the borrower?

Yes, provided that a different fee earner or partner of no less standing acts for us, there is no conflict of interest and Law Society guidelines are followed.

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3.1.3 Does the lender require notification of the name and address of the solicitors firm or licensed conveyancers firm acting for the seller?

No. However, the legal representative should notify us if they intend to act for both the seller and the purchaser.

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3.1.4 If different from 1.11, contact details if the lender needs to be notified when the seller does not have legal representation.

New Lending Department,
Oakfield House,
PO Box 600, Binley,
Coventry,
CV3 9YR

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3.1.5 What other documents are acceptable for verifying identity?

List A:

Pension Book.

List B:

None.

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3.2.3 Does the lender require notification of the name and address of the solicitors firm or licensed conveyancers firm acting for the seller?

Only if we specifically request you to do so

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3.2.4 If different from 1.11, contact details if the lender needs to be notified when the seller does not have legal representation.

New Lending Department,
Oakfield House,
PO Box 600, Binley,
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CV3 9YR

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4.1 Is there a valuation report and if so, does the lender provide it?

A valuation summary will be included in the mortgage offer for a house purchase if we have carried out a physical inspection of the property.

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4.3 If different from 1.11, contact point if assumptions stated by the valuer are incorrect.

New Lending Department,
Oakfield House,
PO Box 600, Binley,
Coventry,
CV3 9YR

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4.5a If different from 1.11, contact point if re-inspection required.

Completions Dept.
Oakfield House,
PO Box 600, Binley,
Coventry,
CV3 9YR

Tel. 02476 839357
Fax. 024 76839275

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4.5b Where should the certificate of title be sent?

Completions Dept.
Oakfield House,
PO Box 600, Binley,
Coventry,
CV3 9YR

Tel. 02476 839357
Fax. 02476 839275

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5.1.1 If different from 1.11, the contact point if the seller has owned the property for less than 6 months:

New Lending Department,
Oakfield House,
PO Box 600, Binley,
Coventry,
CV3 9YR

Please note that the seller (or the applicant in the case of a Buy to Let remortgage) must have been registered as the owner of the property for at least 6 months prior to the application date. In the case of a residential remortgage there is no such requirement.

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5.2.1 If different from 1.11, the contact point if the seller is not the owner or registered proprietor and is not listed in the exceptions above: [View all answers to this question](#)

5.4.4 Does the lender want to receive environmental or contaminated land reports?

Generally no.

In relation to Japanese Knotweed:

Whether you need to report the presence of Japanese Knotweed will depend on which Royal Institute of Chartered Surveyors (RICS) category it falls into. The RICS categorisation system changed from 23 March 2022 when new guidance was issued and now consists of Management Categories A-D. The corresponding Risk Category number from the previous system is shown in brackets below (Risk Categories 1-4).

You do not need to make the Society aware of Japanese Knotweed in the following circumstances:

- Where it falls within RICS Management Category C or D (or Risk Category 1 or 2)
- Where a treatment plan has been carried out previously
- Where the subject property is currently undergoing treatment for Japanese Knotweed and falls with RICS Management Category A or B (or Risk Category 3 or 4), we will rely on you to check the authenticity of the treatment plan, completion certificate and guarantee.

You will need to satisfy yourself that:

- i. The treatment plan is carried out and monitored by an appropriately qualified individual or company (i.e. the Property Care Association (PCA) or the Invasive Non-Native Specialists Association (INNSA)).
- ii. All recommended remedial works undertaken are covered by an insurance backed guarantee.
- iii. This insurance backed guarantee must be for a minimum of 5 years from the point treatment plan has finished, be property specific and transferable to subsequent owners and mortgagees in possession. For block flats, this insurance backed guarantee must be specific to the block and in the name of the applicable freeholder and/or management company.

You do need to advise us if the presence of Japanese Knotweed falls within RICS Management Category A or B (or Risk Category 3 or 4) and one or more of the above requirements (i-iii) cannot be evidenced. In these circumstances:

- RICS Management Categories A or B. The offer will be withdrawn
- Risk Categories 3 or 4. We will require a new and updated specialist's report dated within the last 3 months and

carried out by INNSA or PCA. This will be referred to our internal valuers for comment to establish whether a treatment plan is still required. Where this is found to be the case, the offer will be withdrawn

The 2022 RICS Guidance Note can be found here:

<https://www.rics.org/globalassets/rics-website/media/upholding-professional-standards/sector-standards/real-estate/japanese-knotweed-and-residential-property-1st-edition-feb-2022.pdf>

RADON GAS

You do not need to report to us if the local search reveals that the property is in a radon gas area. You should however advise the applicant that in some circumstances radon gas is considered to be a health hazard and that we recommend that a test be carried out by Public Health England (PHE) and that any recommendations for remedial work are carried out. You should also advise the applicant that further information on how to manage radon in buildings can be obtained from the UKradon website.

The application can proceed provided the applicants have been informed and are happy to proceed at their own risk.

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5.4.5 Does the lender accept personal searches and, if yes, what are the lender's requirements?

Yes, provided the Search Agent subscribes to the Search Code, monitored by the PCCB.

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5.4.6 Does the lender accept search insurance and, if yes, what are the lender's specific requirements?

Yes, at Conveyancer's own risk. You must certify that the title is good and marketable and provide an unqualified Certificate of Title. Any policy must cover successors in title or be readily assignable (with no onerous terms). You should advise the customer of the risk of proceeding with the indemnity insurance and they should only proceed with knowledge. In addition to the above, our requirements under section 9 of the UK Finance Handbook will still need to be met.

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5.5.3a If different from 1.11, contact point for reporting if evidence of breach and all outstanding conditions will not be satisfied by completion:

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PO Box 600, Binley,
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CV3 9YR

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5.5.3b Does the lender require an original/copy of the planning permission?

No

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5.5.3c Does the lender require an original/copy of the building regulation consents?

No

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5.5.3d Does the lender require certificates of lawful use or development/established use certificate?

No

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5.5.4 If different from 1.11, contact point if the property is subject to restrictions which may affect its value or marketability.

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PO Box 600, Binley,
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CV3 9YR

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5.7.1a Does the lender lend on flying freeholds?

Yes, subject to the area of flying freehold being no more than 25% of the floor area.

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5.7.1b Does the lender lend on freehold flats?

No, except for Tyneside flats where there are mutually enforceable covenants for support and maintenance of the common parts.

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5.7.1c If the lender is prepared to accept a title falling within 5.7 and the property is a freehold flat or flying freehold, to which contact point must this be reported?

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Oakfield House,
PO Box 600, Binley,
Coventry,
CV3 9YR

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5.8.1 Does the lender accept security which comprises a building converted into not more than four flats where the

borrower occupies one of those flats and the borrower or another flat owner also owns the freehold of the building and the other flats are subject to long leases?

Yes.

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5.8.5 Does the lender accept security which comprises one of two leasehold flats in a building where the borrower also owns the freehold reversion of the other flat and the other leaseholder owns the freehold reversion in the borrower's flat? If so, are there any specific requirements?

Yes, on condition the mortgage is secured against both the leasehold interest in the security and the freehold interest in the other flat.

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5.9.1 Does the lender lend on commonhold?

No.

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5.10.1 If different from 1.11, contact point if there is a restriction on use.

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Oakfield House,
PO Box 600, Binley,
Coventry,
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5.13.1 If different from 1.11, contact point if borrower is not providing balance of purchase price from funds/proposing to give second charge.

New Lending Department,
Oakfield House,
PO Box 600, Binley,
Coventry,
CV3 9YR

We do not accept intercompany loans as a source of funds. In the case of limited company borrowers only, we accept the limited company borrower's unsecured director loan(s) as a source of funds

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5.14.1 What minimum unexpired lease term does the lender accept?

A minimum of 70 years unexpired lease at completion for all scheme types apart from Lifetime Mortgages (Equity Release), which require a minimum unexpired term of 80 years at completion.

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5.14.9 If different from 1.11, contact point for matters connected with the lease:

Ground rent and other fees referred to within the Lease must be reasonable at all times during the Lease term. Ground rent increases linked to RPI or similar indexes are generally acceptable but unreasonable multipliers of ground rent are not acceptable. If you are in doubt you should refer to us and we shall refer this to our valuer. Any ground rent which is currently at a level or, may reach a level referred to within the Housing Act 1988 (hence allowing a long lease to be treated as an AST) is NOT acceptable unless the Lease is varied or where this is not possible a suitable indemnity policy is put in place to protect us. The applicable legislation relates to leases with an annual ground rent of more than £250 (or over £1,000 for properties in London).

Compounded RPI Increases are not acceptable

Property price linked escalations are not acceptable

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5.14.10 If different from 1.11, contact for service charge matters:

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Oakfield House,
PO Box 600, Binley,
Coventry,
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5.14.11 Does the lender accept indemnity insurance where the terms of the lease are unsatisfactory?

Yes, Provided that you are satisfied that the insurance will make the title good and marketable.

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5.14.12 Does the lender require a clear ground rent/service charge receipt to be sent to you?

No.

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5.14.13 Does the lender require a receipted copy of notice or evidence of service to be sent to you?

No.

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5.14.15a If different from 1.11, contact point if there is an absentee/insolvent landlord:

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Oakfield House,
PO Box 600, Binley,
Coventry,

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5.14.15b Does the lender accept indemnity insurance if the landlord is absent or insolvent?

Yes. Provided that you are satisfied that the insurance will make the title good and marketable.

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5.14.17a Does the lender want any documentation sent to them?

No

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5.14.17b Does the lender have any specific instructions about building safety?

None- You must not report to us if Section 5.14.17 Part 1 does not apply

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5.14.17c Does the lender have any specific instructions relating to remortgages?

None

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5.15.2a If different from 1.11, contact point if there are apparent problems with the management company:

New Lending Department,
Oakfield House,
PO Box 600, Binley,
Coventry,
CV3 9YR

ESTATE RENT CHARGES

If an estate rent charge is payable on a property, we confirm this will be acceptable on the basis that one of the following conditions can be satisfied:

1. The provisions under section 121 of the Law of Property Act have been excluded under the estate rent charge clause.
2. The estate rent charge clause includes a mortgagee protection clause, which states that notice of at least 28 days is to be given to the mortgagee prior to any enforcement action being taken by the owner of the estate rent charge.
3. The owner of the estate rent charge is a management company comprising of the residents, who are the shareholders of a private freehold development .

If condition 2 (above) is satisfied, you should also consider whether a suitable indemnity policy should be taken out to further protect our interest (and the onus shall be on yourselves to approve the policy in accordance with the provisions of the Handbook).

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5.15.2b Does the lender need to be sent the management company share certificate?

No

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5.15.2c Does the lender need to be sent the signed blank stock transfer form?

No

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5.15.2d Does the lender need to be sent the management company's memorandum and articles of association?

No

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5.16.2 If different from 1.11, contact point if unable to certify search entry does not relate:

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Coventry,
CV3 9YR

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5.17.5a Does the lender need to be sent the power of attorney?

A certified copy, following completion if the mortgage deed is executed under a power of attorney.

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5.17.5b Does the lender need to be sent the statutory declaration of non-revocation of power of attorney?

No.

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5.19.1 If different from 1.11, contact point for lending on affordable housing, shared equity and shared ownership and where relevant your requirements:

GML does not lend in any of these circumstances.

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5.20.1 Does the lender require me to report to them where the lease does not meet the UK Finance minimum requirements for leases of roof space for solar PV panels?

Yes. As 1.11a. For details of additional requirements see paragraph 5.20.3 below.

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5.20.3 Does the lender have additional requirements relating to leases of roof space for solar PV panels, and if so, what are they?

Yes, the minimum handbook requirements must be met. In addition the lease must contain a valid mortgagee break right which is exercisable on possession. The cost of removing the equipment and making good any damage must be met by the Tenant. The mortgagee will not be liable for any breach of the Landlord's covenants before or during the repossession period or any loss of income caused as a result of disconnection of the electricity supply. Please arrange for a Deed of Variation to be entered into on or before completion to ensure our requirements are met. If this is not possible advise the applicants and us that the requirements cannot be met and the case cannot proceed.

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5.20.4 Does the lender require you to disclose the details of any existing Green Deal Plan(s) on a property?

No.

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6.1.3 If different from 1.11, contact point if borrower is not taking up the mortgage offer:

New Lending Department,
Oakfield House,
PO Box 600, Binley,
Coventry,
CV3 9YR

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6.2.1 If different from 1.11, contact if any discrepancies in property's description:

New Lending Department,
Oakfield House,
PO Box 600, Binley,
Coventry,
CV3 9YR

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6.3.1 If different from 1.11, contact point for any issues relating to purchase price:

New Lending Department,
Oakfield House,
PO Box 600, Binley,
Coventry,
CV3 9YR

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6.4.4 Does the lender require me to report incentives?

Yes - via the Disclosure of Incentives form.

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6.4.5 If different from 1.11, contact point if we will not have control over the payment of all the purchase money:

New Lending Department,
Oakfield House,
PO Box 600, Binley,
Coventry,
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6.5.1 If different from 1.11, contact point if vacant possession is not being given:

New Lending Department,
Oakfield House,
PO Box 600, Binley,
Coventry,
CV3 9YR

Residential properties: we require vacant possession to be obtained upon completion. If you identify that a residential property is to be let on completion, you must advise us.

Buy to Let properties: please refer to 6.6.1 for our requirements where the property is already let or will be let on completion.

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6.6.1 If different from 1.11, contact point if property is let/to be let and to check you lend on buy-to-let:

New Lending Department,
Oakfield House,
PO Box 600, Binley,
Coventry,
CV3 9YR

Funds may not be used to purchase a property from a company in which the borrower has an interest.

Funds may not be used to replace existing development finance.

Funds may not be used to purchase a Buy to Let Property that is to be let to the current owner (i.e. who will remain in occupation of the property as a tenant).

Where the property is already let or will be let at completion, the legal representative is to ensure that any existing or proposed tenancy agreement is in a form normally used for residential agreements and it does not confer security of tenure on the tenant(s) beyond the initial fixed contractual term, which must not exceed 36 months.

The legal representative is to ensure that where the property is located within a designated additional licensing area (under

Part 2 of the Housing Act 2004) or a designated selective licensing area (under Part 3 of the Housing Act 2004), a licence has been granted by the local authority in respect of the property. Alternatively, where the property is being purchased by the borrower, or the deadline for applying for a licence has not yet expired, the legal representative is to ensure that the borrower is aware of their obligation to apply for a licence following completion. The legal representative must ensure that the property is not subject to mandatory licensing requirements.

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6.6.2 If different from 1.11, contact point when you do not have details of current letting or letting to take place at completion:

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PO Box 600, Binley,
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6.6.3 Does the lender require counterpart/certified copy tenancy agreement to be sent to you?

No

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6.6.4 Does the lender lend where the property comes within the definition of a house in multiple occupation? If yes, what are your requirements?

The only type of HMO that is acceptable is where the property is let to up to a maximum of 4 tenants on a single AST agreement and where the property is not subject to a mandatory licence.

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6.7.1 What new home warranty schemes are acceptable to the lender?

NHBC

Build Zone including Self Build Zone (excluding self-builds under construction)

Premier Guarantee

Building Life Plans (excluding self-builds under construction)

LABC

Castle 10/Checkmate (where outbuildings are included in the construction e.g. a detached garage, an endorsement to include these in the cover is required)

The Q Policy for Residential Properties

Build Assure (New Homes Structural Defects Insurance)

Aedis Group

Advantage HCI

ICW

Protek New Homes Warranty

ARK Residential New Build Latent Defects Insurance

ABC+

Global Home Warranties Limited (10 year Structural Defects Insurance Policy)

One Guarantee

The warranty must have been issued as a result of periodic checks of the property during the construction or conversion

process – a retrospectively applied for and issued building warranty insurance is not acceptable.

Refer all other warranty schemes to

New Lending Department,
Oakfield House,
PO Box 600, Binley,
Coventry,
CV3 9YR

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6.7.2 What new home warranty documentation should be sent to the lender?

None. These documents should be retained by the borrower.

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6.7.3 Should any assignments of building standards indemnity schemes be sent to us?

No, these documents should be retained by the borrower.

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6.7.4 Will the lender proceed if the property does not have the benefit of a new home warranty scheme?

Yes if an appropriate Professional Consultant's Certificate is available (a Consultant's Certificate is not required for properties over 10 years old).

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6.7.6 Does the lender need to be sent the professional consultant's certificate?

No.

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6.8.1 If different from 1.11, contact point if no agreement and bond for an unadopted road or sewer:

Please contact the lender.

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6.9.1 If different from 1.11, contact point if necessary easements are absent:

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6.10.2 Who will the lender release any retentions (or instalments of the advance) to?

First instalment to Company's Solicitor. Subsequent releases to the borrower.

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6.11.1 If different from 1.11, contact point if property is affected by redevelopment or road proposals:

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6.12.1 If different from 1.11, contact point if pre-emption rights, resale restrictions, options etc will affect the lender's security:

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PO Box 600, Binley,
Coventry,
CV3 9YR

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6.13.1 If different from 1.11, contact point if property is affected by improvement/repair grant which will not be discharged:

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PO Box 600, Binley,
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CV3 9YR

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7.3 Does the lender require a consent to mortgage from all occupants aged 17 or over?

Yes.

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7.4 If different from 1.11, contact point if doubts about accuracy of information disclosed:

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Oakfield House,
PO Box 600, Binley,
Coventry,
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8.1 Does the lender allow me to advise any of the specified third parties?

Yes (save in the case of limited company borrowers) provided you are satisfied that there is no conflict of interest in giving such advice and by doing so the document being signed will not be open to challenge. In the case of limited company borrowers, a solicitor or chartered legal executive within the acting conveyancing firm (but not the acting individual conveyancer) may provide independent legal advice provided you are satisfied that there is no conflict of interest in giving such advice and by doing so the document being signed will not be open to challenge. Also, there must be no reduction or limitation of your indemnity insurance cover as a consequence of you/your firm choosing to provide such advice

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9.1 Does the lender need to be sent the indemnity insurance policy?

No

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9.2 What limit of indemnity insurance does the lender require?

Minimum of the value of the property.

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10.2a Will the mortgage advance be paid electronically or by cheque?

Electronically

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10.2b What is the minimum number of days notice lenders require?

At least 4 working days

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10.3 What are the standard deductions made from the mortgage advance?

Please refer to the offer of mortgage.

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10.7 On a delayed completion, when and how is advance to be returned?

Please refer to the covering letter sent with each set of instructions.

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10.9 If different from 1.11, contact point if completion is delayed?

Completions Dept.

Please see section 'DELAYED COMPLETION AND RETURN OF FUNDS' in the instruction letter.

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10.10 How long can you hold the mortgage advance before returning it?

Funds must be returned as soon as the delay becomes apparent, in order to avoid any interest charges.

Please see section 'DELAYED COMPLETION AND RETURN OF FUNDS' in the instruction letter.

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10.11 What, if any interest does the lender charge if return of the advance is delayed?

If we are not in receipt of returned funds within 48 hours of release, interest, equivalent to the daily rate applicable to the relevant mortgage scheme, will be charged.

Last updated: 31/03/2025

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12.3.1 If different from 1.11, contact point for release of retentions/mortgage advance instalments:

Completions Dept.

Oakfield House,

PO Box 600, Binley,

Coventry,

CV3 9YR

Tel. 02476 839357

Fax. 024 76839275

Last updated: 31/03/2025

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14.1.4 Does the lender require me to make a form CH2 application?

No

Last updated: 31/03/2025

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14.1.5 Does the lender need to be sent the original mortgage deed and/or any other original title documents?

No

Last updated: 31/03/2025

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14.2.1 Where should the title deeds and documents be sent?

Existing Lending

Coventry Building Society
PO Box 600
Coventry
CV3 9YR

Alternatively, you can email the completed form as a PDF, TIFF file or JPEG attachment to
titleregistration@thecoventry.co.uk

Last updated: 31/03/2025

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14.2.2 Which documents must I send after completion?

Title Information document, agreement and undertaking (where applicable), and in the case of limited company borrowers - Guarantee(s) and certificate of independent legal advice (certified copy only), Board Minutes (copy only), Companies House registration certificate (copy only). Any other items specifically mentioned in your instructions.

Last updated: 31/03/2025

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16.1.1 If different from 1.11, contact point for title documents:

Existing Lending & Insurance,
Oakfield House,
PO Box 600, Binley,
Coventry,
CV3 9YR
or DX 18855 Coventry 2.

Last updated: 31/03/2025

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16.3.1 Does the lender have a standard form of transfer/deed of covenant?

No.

Last updated: 31/03/2025

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16.3.2 If different from 1.11, contact point for finding out the debt amount:

Existing Lending & Insurance,
Oakfield House,
PO Box 600, Binley,
Coventry,
CV3 9YR
or DX 18855 Coventry 2.
Tel. 0800 1218899 Fax. 02476 839300

Last updated: 31/03/2025

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16.3.4 Does the lender need to be sent the transfer of equity?

Yes, after completion.

Last updated: 31/03/2025

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16.3.7a If different from 1.11, contact point for obtaining execution of transfer equity:

Completions Dept.
Oakfield House,
PO Box 600, Binley,
Coventry,
CV3 9YR

Tel. 02476 839357

Fax. 02476 839275

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16.3.7b What form of attestation clause does the lender use?

Executed as a deed by affixing the Common Seal of Godiva Mortgages Limited in the presence of:
By Authority of the Board of Directors

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16.4.1 If different from 1.11, contact point for application for consent to letting:

Existing Lending & Insurance,
Oakfield House,
PO Box 600, Binley,
Coventry,
CV3 9YR

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16.4.2 Does the lender need to be sent a copy of the proposed tenancy?

Yes

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16.5.2 If different from 1.11, contact point for confirming proposed deed or agreement will not adversely affect the lender:

New Lending Department,
Oakfield House,
PO Box 600, Binley,
Coventry,
CV3 9YR

Last updated: 31/03/2025

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16.5.3a Where should the deed of variation be sent?

Existing Lending & Insurance,

Oakfield House,
PO Box 600, Binley,
Coventry,
CV3 9YR

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16.5.3b Where should the deed of rectification be sent?

Existing Lending & Insurance,
Oakfield House,
PO Box 600, Binley,
Coventry,
CV3 9YR

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16.5.3c Where should the deed of easement be sent?

Existing Lending & Insurance,
Oakfield House,
PO Box 600, Binley,
Coventry,
CV3 9YR

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16.5.3d Where should the option agreements be sent?

Existing Lending & Insurance,
Oakfield House,
PO Box 600, Binley,
Coventry,
CV3 9YR

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17.1.1 If different from 1.11, contact point for redemption statements:

Existing Lending & Insurance,
Oakfield House,
PO Box 600, Binley,
Coventry,
CV3 9YR
or DX 18855 Coventry 2.
Tel. 0800 1218899
Fax. 02476 839300

Last updated: 31/03/2025

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17.2.1a Where do you send the discharge and repayment remittance?

Existing Lending & Insurance,
Oakfield House,
PO Box 600, Binley,
Coventry,
CV3 9YR
or DX18855 Coventry 2.
Tel. 0800 1218899
Fax. 02476 839300

Last updated: 31/03/2025

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17.2.1b Does the lender send the discharge via a DS 1 form or direct with the Land Registry?

Direct with the Land Registry.

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